

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:

GARY THOMAS STEVENS,
MICHELLE HUETTER STEVENS,

Debtors.

CHAPTER 13
CASE NO. 14-69570 - MHM

MOTION TO APPROVE LOAN MODIFICATION

This is Motion to modify Borrower's mortgage and if required modify section 362 automatic stay to enter said agreement. Movant seeks an entry of order approving loan modification to which parties have agreed to.

1.

Respondent services loan on 1476 Fallsbrook Court NW, Acworth, GA 30101.

2.

On November 28th 2016 Respondent and Movant agreed to modification. See Exhibit "A."

3.

Parties believe that modification is in Debtors' best interest and Movant seeks Order granting modification and recordation of Modification and any other documents necessary to consummate modification.

Upon approval Chapter 13 may cease funding Respondent's pre-petition claim and Respondent may amend accordingly.

5.

Wherefore Movant prays for entry of Order allowing Debtor to modify the mortgage on their principal residence and modification of section 362 if necessary in order for parties to enter into Modification Agreement.

August 1, 2017

PURCELL LAW FIRM, P.C.,
/s/ Matthew E. Purcell
125 Townpark Dr. Ste. 300
Kennesaw, GA 30144
Attorney for Debtor
State Bar # 159093

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

Proof of insurance and the Agreement must be sent separately to the correct departments using the fax numbers provided above. If your loan is not currently escrowed, you must provide Ocwen Proof of Insurance (Declaration Page) on or before 11/1/2016. If no proof of insurance is received by 11/1/2016, an insurance policy will be lender-placed with the monthly cost included in your mortgage payment. The cost of lender-placed insurance may be more expensive than insurance you may obtain for yourself.

1. **SIGN** the bottom of the Agreement on the line(s) for the Borrower(s);
2. **FAX** the fully executed Agreement to:
Attention: Home Retention Department
(407) 737-5693
\$1,385.64
[See Payment Instructions Attached]
3. **PAY** the full down payment in the amount of:
Principal and Interest Payment \$966.27
Escrow Payment \$419.37
Total \$1,385.64
Starting on 12/1/2016
Attention: Escrow Department
Fax: (888)-882-1816
E-mail: updateinsuranceinfo@ocwen.com
5. **SEND** proof of insurance coverage*
(Send proof of insurance ONLY to Escrow Dept. DO NOT include the Agreement.)

Dear Borrower(s):
Enclosed please find a proposed modification agreement (the "Agreement") on your loan referenced above for your review and consideration.
In order to accept this modification on your loan, you must complete ALL of the following steps on or before 11/1/2016, ("Due Date"):

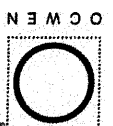
PROPOSED MODIFICATION AGREEMENT

Gary T Stevens
1476 Fallsbrook Ct NW
Acworth, GA 30101-7809

Property Address:
1476 Fallsbrook Ct NW
Acworth, GA 30101-7809

Loan Number: 7147192335

9/13/2016



Ocwen Loan Servicing, LLC
WWW.OCWEN.COM
Helping Homeowners is What We Do!™

We are here to help you!
Call toll-free: (800) 746-2936
Mon-Fri 8:00am - 9:00pm, Sat 8:00am - 5:00pm
Sun 9:00am - 9:00pm ET

Encl. b +
= A

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SBALLSTIP1_V2.4

MONEY GRAM RECEIVER
CODE: 2355
PAYABLE TO: OCWEN LOAN SERVICING, LLC
CITY: ORLANDO
STATE: FLORIDA
REFERENCE: LOAN NUMBER
AGENT LOCATER: (800) 926-9400
BY WUQC
Code City: Ocwen
State: FL
Loan # 7147192335
Attn: Home Retention Department

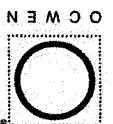
BANK WIRE
BANK: Wells Fargo Bank, NA
ABA: 121000248
ACCOUNT NAME: Ocwen Loan Servicing LLC
ACCOUNT NUMBER: 4124823352
REFERENCE: Loan Number, Property
Address, and Borrower Name
Email: Transferts@ocwen.com with
the details of the wire.

PAYMENT REMITTANCE INFORMATION
1. Make checks payable to Ocwen Loan Servicing, LLC.
2. Always include your loan number with your payment.
OVERNIGHT DELIVERY (Personal Check, Money Order & Certified Checks)
OCWEN LOAN SERVICING, LLC
ATTN: CASHIERING DEPARTMENT
Box # 660264
1010 W. Mockingbird Ln., Suite 100
Dallas, TX 75247

Sincerely,
Ocwen Loan Servicing, LLC

Time is of the essence on this offer. If ALL of the items above are not completed by the Due Date, the Agreement shall have no force or effect and any down payment received will be returned to you. Please be advised that Ocwen Loan Servicing, LLC will not delay, postpone or otherwise stop any collection efforts until ALL of the steps above have been completed.

If you have any questions or require additional information, please contact the Customer care center at (877) 596-8580. We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 9:00 am to 9:00 pm ET.



This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

- OCWEN
- OCWEN Loan Servicing, LLC
WWW.OCWEN.COM
Helping Homeowners is What We Do!™
Mon-Fri 8:00am - 9:00pm, Sat 8:00am - 5:00pm
Call toll-free: (800) 746-2936
We are here to help you!
- Sun 9:00am - 9:00pm ET
- LOAN MODIFICATION AGREEMENT**
- OCWEN Loan Servicing, LLC ("OCWEN") is offering you this Loan Modification Agreement ("Agreement"), dated 9/13/2016, which modifies the terms of your home loan obligations as described in detail below:
- A. the Mortgage, Deed of Trust, or Security Deed (the "Mortgage"), dated and recorded in the public records of Cobb County, and
- B. the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property", located at 1476 Fallsbrook Ct NW, Acworth, GA 30101-7809.
- Pursuant to our mutual agreement to modify your Note and Mortgage and in consideration of the promises, conditions, and terms set forth below, the parties agree as follows:
1. You agree that the new principal balance due under your modified Note and the Mortgage will be \$269,275.24. Upon modification, your Note will become contractually current.
 2. You promise to make an initial payment in the amount of \$1,385.64 on or before 11/1/2016, after which you will commence payments of principal and interest in the amount of \$966.27 beginning on 12/1/2016 and continuing on the same day of each succeeding month until all amounts owed under the Note and Modification are paid in full.
 3. You will be required to pay to OCWEN, until such time the loan is paid in full, a sum to provide for payment of amounts due for (i) yearly taxes and assessments which may attain priority over the Security Instrument as a lien on the Property, and (ii) yearly hazard or property insurance premiums, all in accordance with the terms and conditions of the Security Instrument. A waiver of this requirement by OCWEN as of the Effective Date shall not constitute a waiver of such requirement at any future date, and OCWEN specifically reserves the right, in its sole and absolute discretion, to impose such requirement at any time upon written notice to you.
 4. Upon Modification, the annual rate of interest charged on the unpaid principal balance of your loan will be 2.000000%. This rate will remain in effect until the maturity date of your loan.
 5. You promise to make payments of principal and interest on the same day of each succeeding month until 10/1/2036, at which time a final balloon payment in an amount equal to all remaining amounts under the Note and Modification will be due.
 6. You will comply with all other covenants, agreements and requirements of your Mortgage, including without limitation, the covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, imponds and all other payments that you are obligated to make under the Mortgage, except as otherwise provided herein.
 7. If you sell your property, refinance or otherwise payoff your loan during the 12 months following the date of Modification, the Modification will be voidable at the sole option of OCWEN and all amounts owed under the obligations existing prior to the Modification will be due and owing.
 8. You understand and agree that:
 - (a) All the rights and remedies, stipulations and conditions contained in your Mortgage relating to default in the making of payments under the Mortgage will also apply to default in the making of the modified payments here under.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:

GARY THOMAS STEVENS,
MICHELLE HUETTER STEVENS,

Debtors.)

v.)

OCWEN LOAN SERVICING, LLC.

Respondent.)

CHAPTER 13

CASE NO. 14-69570 - LRC

NOTICE OF HEARING

PLEASE TAKE NOTICE that Debtors have filed a Motion to Approve Loan Modification from the with the Court seeking an order granting permission to Modify Loan.

PLEASE TAKE FURTHER NOTICE that the Court will hold a hearing on the motion in Courtroom 1204 U.S. Bankruptcy Court, 75 Spring Street, SW, Atlanta, GA 30303, at 1:45 pm On August 24th 2017.

Your rights may be affected by the Court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the court to grant the relief sought in these pleadings or if you want the court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how, and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. The address of the Courtroom 1204 U.S. Bankruptcy Court, 75 Spring Street, SW, Atlanta GA 30303. . You must also mail a copy of your response to the undersigned at the address stated below.

Purcell Law Firm PC, 125 Townpark Drive Ste 300 Kennesaw, GA 30144.

If a hearing on the motion for relief from the automatic stay cannot be held within thirty

(30) days, Movant waives the requirement for holding a preliminary hearing within thirty days of filing the motion and agrees to a hearing on the earliest possible date. If a final decision cannot be rendered by the Court within sixty (60) days of the date of the request, Movant waives the requirement that the final decision be issued within that period.

Date: August 1, 2017

PURCELL LAW FIRM, P.C.

By: /s/Matthew E. Purcell, Esq.
Matthew Purcell

Georgia Bar No. 159093
Attorney for Movant

125 Townpark Drive Suite 300
Kennesaw, GA 30144
Phone: 678-296-1106
Fax: 678-298-7063

**GARY THOMAS STEVENS,
MICHELLE HUTTER STEVENS,**

Debtors.

CHAPTER 13

CASE NO. 14-69570 - MHM

I hereby certify that on the day stated below a copy of the foregoing MOTION TO APPROVE LOAN MODIFICATION will be mailed by placing same in the United States Mail with sufficient postage attached thereon to insure delivery to:

Chapter 13 Trustee: Adam Goodman, 260 Peachtree St NW #200, Atlanta, GA 30303

And the List Attached Below

Date: August 1, 2017

PURCELL LAW FIRM, P.C.

By: /s/Matthew E. Purcell, Esq.
Matt Purcell

Georgia Bar No. 159093
Attorney for Movant

125 Townpark Drive Suite 300

Kennesaw, GA 30144

Phone: 678-296-1106

Fax: 678-298-7063

Label Matrix for local noticing
113E-1
Case 14-69570-lrc
Northern District of Georgia
Atlanta
Tue Aug 1 11:06:39 EDT 2017
American Infosource LP
PO Box 268941
Oklahoma City, OK 73126-8941
(p)BOULDER CREDIT SERVICES
3250 W BIG BEAVER ROAD STE 101
TROY MI 48064-2902
Capital 1 Bank
Attn: Bankruptcy Dept.
PO Box 30285
Salt Lake City, UT 84130-0285
Cavalry SPV I, LLC
500 Summit Lake Drive, Ste 400
Valhalla, NY 10595-1340
Eastside Medical Center
PO Box 1927
Greenville, SC 29602-1927
GCRB/JC Penny
Attention: Bankruptcy
PO Box 103104
Roswell, GA 30076-9104
Gas South
PO Box 4298
Atlanta, GA 30302-4298
Gelco Card/Merrick Bank
PO Box 9201 Old Bethpage
Old Bethpage, NY 11804-9001
Greenpoint Mortgage
7933 Preston Rd
Montezuma, GA 31063
Homeward Residential
1525 S Beltline
Coppell, TX 75019-4913
HSBC Bank
PO Box 30253
Salt Lake City, UT 84130-0253
American Agencies LLC
2491 Paxton St
Harrisburg, PA 17111-1036
Ste. 20
AmerAssist/AR Solutions
Attn: Kovacks
460 Polaris Parkway
Westerville, OH 43082-8212
(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238
Brookstone HOA
c/o Rome & Associates PC
707 Whitlock Ave Ste E15
Marietta, GA 30064-3098
Cavalry SPV I
PO Box 27288
Tempe, AZ 85285-7288
Cobb EMC
PO Box 369
Marietta, GA 30061-0369
Everest Acquisition LLC
177 Washington Ave
Marietta, GA 30090-4905
Galaxy Asset Purchasing
4730 South Fort Apache Rd
Ste 300
Las Vegas, NV 89147-7947
GNAC
PO Box 4622
Waterloo, IA 50704-4622
Enhanced Recovery Corp
Attention: Client Services
8014 Bayberry Rd
Jacksonville, FL 32256-7412
Cba Ng
64 Sallors Dr Ste 102
Ellijay, GA 30540-3744
Cavalry Portfolio Services
500 Summit Lake Dr
Ste 400
Valhalla, NY 10595-2322
Boulder Credit Services
PO Box 1259
Troy, MI 48099-1259
Brookstone HOA
c/o Rome & Associates PC
707 Whitlock Ave Ste E15
Marietta, GA 30064-3098
Cavalry SPV I
PO Box 27288
Tempe, AZ 85285-7288
Cobb EMC
PO Box 369
Marietta, GA 30061-0369
Everest Acquisition LLC
177 Washington Ave
Marietta, GA 30090-4905
Galaxy Asset Purchasing
4730 South Fort Apache Rd
Ste 300
Las Vegas, NV 89147-7947
Adam M. Goodman
Adam M. Goodman, 13 Trustee
Suite 200
260 Peachtree Street
Atlanta, GA 30303-1236
HFC/Beneficial Mrg Services
Attn: Bankruptcy
961 Weigel Dr
Elmhurst, IL 60126-1058
Household Finance
PO Box 9068
Brandon, FL 33509-9068

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Brian K. Jordan
Aldridge Pte, LLP
Suite 500 - Fifteen Piedmont Center
3575 Piedmont Road, NE
Atlanta, GA 30305-1636

Medical Data Systems I
Attn: Bankruptcy
2001 9th Ave Ste 312
Vero Beach, FL 32960-6413

Owen Loans
PO Box 6440
Carol Stream, IL 60197-6440

Matthew E. Purcell
Purcell Law Firm
Suite 300
125 Towmpark Drive
Kennessaw, GA 30144-5812

Real Time Resolutions, Inc.
1349 Empire Central Drive
Suite 150
Dallas, TX 75247-4029

Resurgent Capital Svcs
55 Beattie Pl #110
Greenville, SC 29601-5115

Gary Thomas Stevens
1476 Fallsbrook Court
Acworth, GA 30101-7809

Tek-collect Inc
POB 1269
Columbus, OH 43216-1269

Weissman Nowack Curry Wilco
One Alliance Center, 4th Floor
3500 Lenox Rd.
Atlanta, GA 30326-4228

Kramer, Linkie & Taylor, LLC
3565 Piedmont Road, Bldg 4
Suite 205
Atlanta, GA 30305-8204

Merrick Bank
PO Box 10368
Greenville, SC 29603-0368

Option One Mortgage Co/American Home Mor
Almsl, Inc
P.O.Box 631730
Irving, TX 75063-0002

Quantum3 Group LLC
PO Box 788
Kirkland, WA 98083-0788

Real Time Resolutions, Inc.
1349 Empire Central Drive, Suite #150
Dallas, Texas 75247-4029

Rome & Associates, PC
707 Whitlock Ave., Ste B-15
Marietta, GA 30064-3098

Michelle Huettner Stevens
1476 Fallsbrook Court
Acworth, GA 30101-7809

U.S. Bank National Association
c/o Owen Loan Servicing, LLC
Attn: Bankruptcy Department
P.O. BOX 24605
West Palm Beach, FL 33416-4605

C. Brent Wardrop
Weissman PC
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, GA 30326-4228

LWNV Funding LLC
PO Box 10587
Greenville, SC 29603-0587

Midland Funding
8875 Aero Dr Ste 200
San Diego, CA 92123-2255

Outsource Receivables
372 24th St Ste 300
Ogden, UT 84401-1438

Real Time Resolutions, Inc.
1349 Empire Central Drive, Suite #150
Dallas, TX 75247-4029

(P) REAL TIME RESOLUTIONS INC
PO BOX 36655
DALLAS TX 75235-1655

Stallings Fin Group
PO Box 4430
Marietta, GA 30061-4430

Taylor Bean & Whitaker
4901 Vineland Rd
Ste 120
Orlando, FL 32811-7187

Bank of America
PO Box 982235
El Paso, TX 79998

Boulder Credit Services
3290 W Bly Beaver Rd
Ste 425
Troy, MI 48084

(d)Fleet Cc/Bank of America
Attn: Bankruptcy
4161 Piedmont Pkwy
Greensboro, NC 27420

Real Time Resolutions, Inc.
1349 Empire Central Drive, Suite #150
PO Box 36655
Dallas, Texas 75247-4029

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Adam M. Goodman
Adam M. Goodman, 13 Trustee
Suite 200
260 Peachtree Street
Atlanta, GA 30303-1236

End of Label Matrix
Mailable recipients 54
Bypassed recipients 3
Total 57